RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE	T		
Case 20-40371=000b	Doc 15-1 File	d 03/21/20 Entered 03/21/20 09:57:07	Desc
Buyer Name and Address (Including County and Zlp Code) Nicholar Obell Usrey 1236 Sitton Ed Chatsworth (Murray), GA 30705	Seller-Creditor (Name and Address) Tim Short Chattanoogs 10 6015 International Drive CHATTANOOGA, TN 37421		2000
You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By sign	ling this contract, you choose to buy the ve	l hicle	
on credit under the agreements on the front and back of this contract. You agree to pay the Seller - he Amount Financed and Finance Charge in U.S. funds according to the payment schedule bel lasis. The Truth-In-Lending Disclosures below are part of this contract.	Creditor (sometimes "we" or "us" in this con ow. We will figure your finance charge on a	ract)	
New/Used Year and Model Vehicle Identification Number	Primary Use For Which Purchased		
NISSAN	Personal, family, or household unless otherwise indicated below		
Heed 2016 ROGUE 3/SL KHMAT2MV0CP650350	business agricultural		
FEDERAL TRUTH-IN-LENDING DISCLOSURES ANNUAL FINANCE Amount Total of Total Sale	Insurance. You may buy the physical damage insur- this contract requires (see back) from anyone you che	noce sose	
PERCENTAGE CHARGE Financed Payments Price RATE The dollar The amount of The amount you The total cost of	subject to our approval of your choice as the law all Your choice of insurance providers will not affect the c terms or our decision to sell the vehicle or extend one	ws. edit	
The cost of amount the credit provided will have paid after your purchase on you credit as credit will to you or you have made all credit, including a yearly rate cost you. on your behalf. payments as your down	you. You are not required to buy any other insurant obtain credit unless the box indicating Vendor's S	o to	
scheduled. payment 0 1,200 00	Interest Insurance is required is checked below. If any insurance is checked below, policies certificates from the named insurance companies.	or will	
Your Payment Schedule Will Be:	describe the terms and conditions. Check the insurance you want and sign below	-	
Number of Amount of When Payments Payments As Due Monthly beginning 05 (05 (20 to 1))	Optional Credit Insurance		
72 433.78 433.78 05/05/2019	☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Premium: N/A	of the state of th	
Or As Follows:	Credit Disability \$ N/A		
	Insurance Company Name N/A Home Office Arthress N/A	_ 	
	Home Office Address PHA. Credit life insurance and credit disability insurance are	not l	
Late Charge. If payment is not received in full within	required to obtain credit. Your decision to buy or not to credit life insurance and credit disability insurance will be a factor in the credit approval process. They will no	buy '	
of \$ 1.00 or 5 % of the part of the payment that is late, whichever isgreater Prepayment. If you pay off all your debt early, you will not have to pay a penalty. Security interest. You are giving a security interest in the vehicle being purchased.	provided unless you sign and agree to pay the extra co you choose this insurance, the cost is shown in item 4	at. If (
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.	the Itemization of Amount Financed. Credit life insuran based on your original payment schedule. This insur may not pay all you owe on this contract if you make payments. Cradit disability insurance does not cover	nce late	
	increase in your payment or in the number of paym Coverage for credit life insurance and credit disa insurance ends on the original due date for the last payr	nts :	
$ \begin{array}{ll} \text{ITEMIZATION OF AMOUNT FINANCED} \\ \text{1 Cash Price (including $$\frac{1,048.00}{\text{oldes tax}}$)} & \text{sales tax)} \end{array} $	unless a different term for the insurance is shown belo	A. C.	
2 Total Downpayment = N/A Trade-in (Make) (Model)			
Gross Trade-In Allowance \$\frac{\N/A}{\N/2}			
Equals Net Trade In			
+ Cash + Other_N/A \$ N/A	Other Optional Insurance		
3 Unpaid Balance of Cash Price (1 mlnus 2) \$ 15,368.75(3)	Type of Insurance Term	3	
4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	Premium \$ N/A		
A Cost of Optional Credit insurance Paid to Insurance Company or Companies. \$ N/A	Home Office Address	_ _	
Disability \$ N/A \$ N/A	N/A N/A N/A Type of Insurance Term		
B Vendor's Single Interest Insurance Paid to Insurance Company C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A	Premium \$ N/A	_	
D Optional Gap Contract \$ 500.00	Insurance Company Name N/A		
F Government Taxes Not Included in Cash Price \$ N/A	Home Office AddressN/A		
G Government License and/or Registration Fees \$ 92.00 H Government Certificate of Title Fees \$ N/A	Other optional insurance is not required to obtain or Your decision to buy or not buy other optional insur- will not be a factor in the credit approval process. It will be provided unless you sign and agree to pay the	nce I	
Other Charges (Seller must identify who is paid and	cost. I want the insurance checked above.		
describe purpose) to N/A for Prior Credit or Lesse Balance to Tim Short Chattanogo Documentation \$ 599.00	X 4/5 Buyer Signature Date	·2019	
10 N/A for N/A \$ N/A		2019	
to N/A for N/A S N/A	THIS INCLIDANCE DOES NOT INCLUDE INSURA	ICE OR	
to N/A for N/A \$ N/A to N/A to N/A to N/A \$ N/A to N/A	ON YOUR LIABILITY FOR BODILY INJURY PROPERTY DAMAGE CAUSED TO OTHE WITHOUT SUCH INSURANCE YOU MAY OPERATE THIS VEHICLE ON PUBLIC HIGHWAY	RS I	
10 N/A 10 N/A \$ N/A 10 N/A 10 N/A \$ N/A 10 N/A 5 N/A	X Buyer Signature	<u>. </u>	
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1,192.0(4)	X N/A Co-Buyer Signature		
	Returned Check Charge: You agree to pay a char		
OPTIONAL GAP CONTRACT. A cap contract (leich carcellation contract) is not required to obtain credit and will not be provided unities you sign below and agree to pay the outra charge. If you choose to buy a gap contract, the charge is shown in lens 40 of the Identication of Amount Financed. See your gap contract to details on the terms and contilions in provides. It is a part of this contract.	\$ 30.00 if any check you give us is dishonor any electronic payment is returned unpaid.		
Term 72 Compass Gap Name of Gap Contract Name of Gap Contract	any ordered payment o resulted angular		
I want to buy a gap contract.	•		
Buyer Signs X			
☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance of sor damage to the volvido (collision, fire, thoft), VSI insurance is for the Creditor's sole protection. This insurance does not protect.	ect your interest in the vehicle. You may choose the insur	ince	
company intrough which the vst insurance is obtained. If you elect to purchase vst insurance through the Creditor, the cast of the Itemization of Amount Financed. The coverage is for the initial term of the contract.	I dils insufance is \$ and is also shown in ite	140	
PPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is poid in full on or before	, Year SELLER'S INITIALS	A D	
State law does not provide for a "cooling off" or cancellation period for the you may only cancel it if the seller agrees or for legal cause. You cannot	nis sale. After you sign this contra	ct, se	
you change your mind. This notice does not apply to home solicitation	sales.		
The Annual Percentage Rate may be negotiable with the Seller. Th and retain its right to receive a part of the Finance Charge.	e Seller may assign this contr	act	
HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing		iing	
and we must sign it. No oral changes are binding. Buyer Signs X	suyer Signs A. Is under this contract without losing them. For example	we	
may extend the time for making some payments without extending the time for making others. See back for other important agreements.			
NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitle you sign. Keep it to protect your legal rights.	d to a copy of the contract at the ti	ne	
You agree to the terms of this contract. You confirm that before you signed this of free to take it and review it. You confirm that you received a completely filled in o	contract, we gave it to you, and you w	Pre l	
Buyer Signs X Nielland Date 4/5/2019 Co-Buyer Signs X	Date	_	
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.	s a person whose name is on the title to the vehicle bu		
Other owner signs here X N/A N/A Address 11/M Short Chattanooga, LLC a/5/2019 Address A		<u>u.</u>]	
Gellet signs Date Dy	nee) under the terms of Seller's agreement(s) with Assig	<u>-</u>	

Assigned with recourse Tim Short Chattanooga, LLC

Assigned without recourse

K B

Assigned with limited recourse

- Title Controller

- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- any order we choose.

 How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay sale to the sale of the payments. ragments, and class if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time with-outpealst if you do so; you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, léase, or osing the ventice: for agree the ventice from the U.S. or Canada, or to self, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer, if we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to, repay the amount when we ask for it.

 Security Interest.

 You give us a security interest in:

 The vehicle and all parts or goods put on it.

 All imoney or goods received (proceeds) for the vehicle:

 All imoney or goods received (proceeds) for the vehicle.

 All increaseds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

 This secures payment of all you owe on this contract.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (flein) in the vehicle. You will not allow any other security interest to be placed on-the title without our

written permission.

Insurance you must have on the vehicle.

You agree to have physical damage insurance the vehicle for the term You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance, if we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage. Rate shown on the front of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you ve or repair the vehicle

owe or repair the vehicle.

What happens to returned insurance, maintenance, service or other contract charges. If we get a refund of insurance, maintenance, service or other contract charges, you agree that we may subtract the refund from what you owe.

- IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
 a. You may owe late charges. You will pay a late charge
 on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below:
- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default
 - means:
 You do not pay any payment on time;

 - You give false, incomplete, or misleading information on a credit application;
 You start a proceeding in bankruptcy or one is started against you or your property; or You break any agreements in this contract.

- will also pay any collection costs we incur as the law
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an peacetury and ut eaw allows it. If you vertice has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement pars will stay with the vehicle. If any personal items are in the vehicle, we will store them for you. If you do not ask for these alters back within 14 days from the day we take; your vehicle, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we
- How you can get the Vehicle back if we take it, if we reposses the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle. If you do not get it back, If you do not redeem, we will sell the vehicle. We will sell the vehicle "We will sell the vehicle." We will sell the vehicle. We will sell the vehicle. You will sell the vehicle we will sell the vehicle.

We will apply the money from the sale, less allowed we wiii apply the montey from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding-it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to compose of the off preserved to entire the deposit of the preserved the entire to deposit the preserved to the preserved the entire to deposit the preserved to the preserved the entire the deposit of the preserved the entire that someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may

charge you interest at a rate not exceeding the highest lawful rate until you pay. What we may do about optional insurance, maintenance, service or other contracts. This contract may contain charges for optional insurance, maintenance, service or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle you are at once or we repossess the vehicle you agree that we may claim benefits under these contracts and cancel them to obtain refunds of contracts and cancer mem to obtain returns of unearmed charges to reduce, what you owe or regain the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearmed charges to reduce what you owe.

WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express-or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text e-main, or using precordorus minical voice messages, eax messages, and automatic telephone dialing: systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of Tennessee apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT ACAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

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Form No. 553-TN 9/14

Georgia Certificate of Title

DATE ISSUED 04/29/2019 CYL 4 MULTI-PURPOSE V ROGUE S SL SV KNMAT2MV0GP650350 NISSAN 2016 CURRENT TITLE NUMBER 775685191149091 PREVIOUS TITLE NBR / STATE OF ISSUE COLOR DATE VEHICLE PUR FUEL NEW OR USED ODOMETER* NBR OF LIENS 04/05/2019 **GASOLINE USED** 035517 GD201611900001366 /NJ 1 BLK OWNER ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW. NICHOLAS ODELL USREY 1386 SITTON RD S CHATSWORTH GA 30705-5634 իկերիկիկիկության անագրակին հարարկին EXETER FINANCE LLC PO BOX 166008 IRVING TX 75016-6008 1ST LIEN OR SECURITY INTEREST EXETER FINAN PO BOX 166008 IRVING TX 7 FINANCE LLC 75016-6008 2ND LIEN OR SECURITY INTEREST 3RD LIEN OR SECURITY INTEREST The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any DATE OF RELEASE SECURITY INTEREST HOLDER liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner. 1ST LIEN 2ND LIEN

STATE REVENUE COMMISSIONER